

Office of School Facilities  
Jaime G. Torrens, Chief Facilities Officer

**SUBJECT: COMMISSIONING OF CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A., AND CSA CENTRAL, INC., TO PROVIDE TIER 2 SPECIAL PROJECTS CONSULTANT - MECHANICAL ENGINEERING SERVICES FOR MISCELLANEOUS PROJECTS UP TO \$1.0 MILLION EACH**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

Introduction

Staff completed the selection process for one or more Tier 2 - Special Projects Consultants (SPC) - Mechanical Engineering firm(s) to provide professional services for miscellaneous projects with construction cost up to \$1.0 million each.

Four firms applied, and based on the established evaluation criteria, all four were qualified and invited to interview. On March 25, 2009, the Selection Committee interviewed and ranked the firms, as follows:

- 1 Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- 2 Louis J. Aguirre & Associates, P.A. (LJA)
- 3 Johnson Avedano Lopez Rodriguez & Walewski Engineering Group, Inc. (JALRW)
- 4 CSA Central, Inc. (CSA)

The following individuals served as voting members on the Selection Committee:

<u>Committee Member</u>	<u>Representing</u>
Richard Vidal, North Regional Admin. Director	Office of the Superintendent
Francis Hoar, Administrative Director	Office of School Facilities
Jorge Dorrbecker, Director I	Office of School Facilities
John Neblett, Executive Director	Office of School Facilities
Carlton Crawl, Analyst III	A/E Selection & Negotiations

Non-Voting - Management & Compliance Audits  
Michael Hernandez, Senior Auditor Coordinator

Staff originally initiated negotiations for this term contract, based on the order of final ranking, in April of 2009. However, at that time the services were deferred until this

year. In keeping with the concept of reducing professional service fees, staff re-initiated negotiations with all four firms and successfully concluded negotiations with two firms, C3TS and CSA, as follows:

Terms and Conditions

A. Basic Services

The negotiated fees for Basic Services are determined as a percentage of the construction budget, as approved by staff, prior to the start of each project. Individual work orders are issued for required services based on percentage fee converted to Lump Sum (LS) fee. At the option of staff, the SPC will conduct on-site observations (site visits) and/or additional project meetings during construction at pre-negotiated rates.

Basic Services fees include all required services and consultants, unless otherwise noted in a specific Work Order. Basic Services fees shall be paid based on the percentage of completion of each Phase, per terms of the SPC Agreement, as follows:

A.1. BASIC SERVICES (C3TS and CSA )	FULL DESIGN SERVICES & CONSTRUCTION ADMIN.	PHASE II / III DESIGN SERVICES & CONSTRUCTION ADMIN.
CONSTRUCTION BUDGET (CB)	Fee as a % of CB*	Fee as a % of CB*
* If no CA – reduce indicated % fee by 15%		
\$ 0 to \$ 50,000	HR NTE/Lump Sum	HR NTE/Lump Sum
\$ 50,001 to \$250,000	9.00	8.10
\$250,001 to \$ 500,000	8.33	7.43
\$500,001 to \$ 750,000	8.10	7.20
\$750,001 to \$ 999,999	7.65	6.30

A. 2. SITE VISITS, ADDITIONAL PROJECT MEETINGS AND PRINCIPALS' HOURLY RATES			
SPC AND SPC CONSULTANTS (*)	Site Visits	Additional Project Meetings	Principals' Hourly Rates
C3TS	\$225/visit	\$225/Mtg	\$112.50
CSA	\$225/visit	\$225/Mtg	\$112.50

(\*) Architect, Mechanical, Electrical, Structural, Civil Engineers, and Landscape Architect

## B. Other Terms and Conditions

- The term of the Agreement is four years, commencing September 7, 2010 and ending September 6, 2014, with the second, third and fourth years at the option of the Board.
- For study activities with professional fees of up to \$50,000, services of a specific nature, or for Work Orders with a Construction Budget up to \$50,000, the Board and the SPC must agree, in writing, prior to the commencement of the work, on the maximum number of hours and a not-to-exceed amount, or a lump sum fee for each Work Order.
- Reimbursable expenses will be paid on the basis of 1.0 times the actual expense, per Article 6.8 of the Agreement, excluding delivery costs.
- The provisional multiplier for hourly rate compensation shall be limited to 2.21. This rate is subject to audit by the Board and may be adjusted as the result of audit findings. If so, any changes would be submitted to the Board for final approval.
- The multiplier for Direct Personnel Expense, for assignment of SPC technical staff (i.e. Architects, Engineers, Project Managers and Field Representatives) to specific projects and housed in offices other than the SPC's own offices, shall be limited to a 1.53 multiplier times the actual hourly rates.
- The Agreement provides for indemnification and hold harmless provisions to the Board and its employees by the SPC due to SPC's negligence. The SPC shall maintain at least a \$1,000,000 Professional Liability insurance policy with a maximum deductible of \$25,000 per claim. These limits and terms are as recommended by the District's Office of Risk & Benefits Management.
- The Agreement may be terminated by the Board, with or without cause, upon thirty (30) days written notice to the SPC; whereas, the SPC may terminate the Agreement with cause only, upon thirty (30) days written notice to the Board.
- The Board is under no obligation to assign a minimum number of work orders or to compensate a minimum amount of professional fees to any SPC firm.
- The consultants have agreed to the Terms and Conditions of the Agreement and will commence services upon commissioning by the Board.

## Prior Commissioning & Performance Evaluation

### 1. Corzo Castella Carballo Thompson Salman, P.A. (C3TS)

The Board has commissioned C3TS for the following projects and/or continuing contracts within the last three years:

- Special Projects Consultant (SPC) - Architectural Design Services for Miscellaneous projects up to \$1 million each for a four (4) Term Contract  
SPC Services  
Date Commissioned: November 21, 2006 (11/20/07; 11/18/08;  
11/17/09)
- Architectural/Engineering Projects Consultant (A/EPC) - Services for Miscellaneous projects less than \$1 million each for a four (4) year Term  
A/EPC Services  
Date Commissioned: March 12, 2008 (2/11/09; 2/10/10)

### 2. CSA Central, Inc. (CSA)

The Board has commissioned CSA for the following projects and/or continuing contracts within the last three years:

- Structural Repairs and ADA Up-grades at Nathaniel "Traz" Powell Stadium, Project No. 00412200  
A/E Services  
Date Commissioned: January 13, 2010
- Architectural/Engineering Projects Consultant (A/EPC) - Services for Miscellaneous projects less than \$1 million each for a four (4) year Term  
A/EPC Services  
Date Commissioned: March 12, 2008 (2/11/09; 2/10/10)

The most recent overall performance evaluation scores issued by staff was for the quarter ending December 31, 2009. Based on a scale of 1-5 (low-to-high), C3TS received a score of 4.01; no evaluation score is available for CSA at this time.

## Principals

1. The Principal/Owner designated to be directly responsible to the Board for Corzo Castella Carballo Thompson Salman, P.A is Javier Salman. The firm is located at 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, Florida 33134.
2. The Principal/Owner designated to be directly responsible to the Board for CSA Central, Inc. is Ray Vera. The firm is located at 6100 Blue Lagoon Drive, Suite 300, Miami, Florida 33126.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, commission Corzo Castella Carballo Thompson Salman, P.A. and CSA Central, Inc., to provide Tier 2 Special Projects Consultant - Mechanical Engineering Services for Miscellaneous Projects up to \$1.0 Million each, as follows:

- 1) Fees based on the above schedules of fees; and
- 2) All other Terms and Conditions as set forth in the body of the agenda item and the Agreement.

NAD:SGG:sgg